

OFFICE OF THE SUB-REGISTRAR

Sale Deed

Sale Deed Land Village _____ Stamps Pieces

In Consideration of Measuring ____ Bighas-____ Biswas-____ Biswasi _____/-

Rs. _____/-

Reduction of ____% stamp duty through Notification No. _____ Date:- ____th _____, 2010

(____% Rs. _____/- Stamp duty &

____% Rs. _____/- Social society fund)

E-Stamp Rs. _____/-Certificate No.IN-PBO _____, Dated:-

(Plot Size ____ feet X ____ feet ____ inch = ____ Sq. yard Plot No. _____,

____ (Project Name), _____, SAS Nagar(Mohali))

(Municipal Council _____)

(Type of Land Residential)

(Words Approx ____ words)

This Sale Deed is made at _____ in the State of Punjab on ____ day of _____, 20____
(the 'Deed').

BETWEEN

M/s _____, a partnership firm registered under the Indian Partnership Act, 1932(Central Act 9 of 1932), having its principal place of business at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____) duly authorized vide _____. Hereinafter referred to as the "**DEVELOPER**" (which expression unless repugnant to the context and meaning thereof shall mean and include its successors, and assigns)..... PARTY OF THE FIRST PART.

AND

[If the Allottee is a company]

CIN no _____ a company incorporated under the provisions of the Companies Act, 1956/2013, (Central Act 18 of 2013), having its registered office at _____ (PAN _____) represented by its authorized signatory, _____ (Aadhar no. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees). PARTY OF THE SECOND PART

[OR]

For GBP REAL ASSETS

Aj. 7 Kumar

Partner

[If the Allottee is a Partnership/LLP]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932) / Limited Liability Partnership Act, 2008, having its principal place of business at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____) duly authorized vide _____ hereinafter referred to as the "Purchaser"

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). PARTY OF THE SECOND PART

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son / daughter of _____ aged about _____, residing at _____, (PAN No. _____), hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). PARTY OF THE SECOND PART

[OR]

[If the Allottee is a Hindu undivided family (HUF)]

Mr. _____, (PAN No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). PARTY OF THE SECOND PART

WHEREAS

- A. The Developer is the owner/ [joint development partner having the necessary power of attorney in respect] of the land in possession admeasuring _____ which is more particularly described under **Schedule A** attached hereto, hereinafter referred to as the "entire property". The said entire property has been developed and constructed by the Developer, under the terms of one Joint Development Agreement dated _____ as entered into by the Developer with the owner of land, Mr. _____ and in terms of the said joint development agreement, one General Power of Attorney including the power to sell the said land was granted by the owner to the Developer herein vide registered general power of attorney dated _____ bearing vasika no. _____ as registered with the Sub Registrar of Assurances at _____.
- B. The Developer has represented to the Purchaser herein that the said entire Property herein is absolutely free from all & every kind of encumbrances, charges, mortgages, attachments, liens, claims, litigations, decrees of any court, injunctions, cesses and/or disputes, prior sale, gift etc. and there are absolutely no third party rights of any kind or nature on the Property and is in possession of the Developer and the Developer has every legal right to sell or alienate the same in favor of the Purchaser under any / all the prevalent laws in force and further that there are no legal impediments, of whatsoever nature, for the sale of the apartment in favour of the Purchaser and the due mutation of the said entire property has been sanctioned in favour of the Developer herein in the revenue records;
- C. The Developer herein represents and warrants that it has obtained the necessary approvals from the competent authority.
- D. The Purchaser herein has agreed to purchase a residential plot bearing no. _____ having Dimension _____ feet X _____ feet _____ inch = _____ sq yard comprised under Khata No. _____, Khasra No. _____ (**Schedule B**) as per the Jamabandi for the year _____ which shall form _____ share of the total land measuring _____ (Hereinafter called "the said Plot ") after satisfying himself about the title and approvals of the Developer herein. The said unit was allotted to the purchaser vide Allotment letter No. _____ dated _____ which was allotted to the said Purchaser, subject to the limitation, terms and conditions mentioned therein and the same is still valid allotment.

Now this Deed Further Witnessed as under :

1. That the Developer has agreed with the Purchaser for the absolute sale of the said plot along with all rights, title, interest for the total consideration of Rs _____ /- (**Rupees _____ only**) and the Purchaser has paid full and final sale consideration of the said plot to the Developer through cheques/ drafts/ online for which the Developer do hereby acknowledge the receipt of the aforesaid consideration as under :

S.No.	CHEQUE No./ DD No./ ONLINE	AMOUNT	DEMAND DRAFT DATED	NAME OF THE BANK	FAVORING

2. The Developer hereby absolutely and unconditionally grants, conveys, sells, transfers, assigns to the Purchaser all the rights, title and interest in the said plot to the extent of undivided share as stated hereinabove and conveys the same unto the Purchaser, its heirs, executors, administrators, successors and permitted assigns absolutely and forever free from all encumbrances, liens, charges etc. along with all appurtenances on "As Is Where Is" basis. The Developer further conveys unto Purchaser the absolute right to hold and enjoy the said plot and to its heirs, executors, administrators, successors and permitted assign without any interruption or hindrance by the Developer or any person claiming through or under them and now the Developer has been left with no right, title, interest, claim or concern of any nature with the said plot and the Purchaser has become the absolute owner of the same.
3. The Developer hereby grants and conveys undivided share in the common areas of the project called " _____ " as part of his Plot which has been included in the total consideration amount of the plot paid/payable by the Purchaser. The Developer agrees to hand over the physical possession of the common areas to the Association of Allottees and the Purchaser herein agrees to be a member of the said association. Further the Purchaser hereby agrees to abide by the Rules and regulations framed by the said association and also pay the maintenance charges as agreed under the maintenance agreement.
4. That the actual physical possession of the plot has been delivered to the Purchaser by the Developer at the site which has been duly demarcated as per the Layout plan as approved by the competent authority hereto and Purchaser has affirmed and confirmed that the same is acceptable to him and is fully satisfied in respect thereof as also in respect of the quality and specifications relating to the said plot as was assured to him while allotting the unit and that there is nothing from this day onward whereby Purchaser can claim anything in respect of the said plot from the Developer.
5. That the Developer declares undertakes and confirms that the Property has not been notified under the provisions of Land Acquisition Act or any other related law by the State / Central Government for any purpose. The Property is in possession of the Developer and there is no bar or prohibition for transferring the title and actual physical possession to the Purchaser and that there is no specific bar or restriction from the side of Punjab Government or any other agency or institution for the development of project herein on the property.
6. That the Developer hereby declares, undertakes and confirms that they have cleared all or any kind of outstanding dues, the statutory dues, revenue charges, municipal cesses and taxes etc. if any applicable till date and will pay all charges of the Government departments and agencies if any calculated, raised or demanded by any department or local authority against the Property up to the date of execution of this Sale Deed and that the said entire property is clear from any encumbrances etc. and Developer has further agreed with the Purchaser to keep Purchaser or its assigns, representatives etc. saved, harmless and indemnified from and against all encumbrances, charges, losses, damages, attachments, litigation, costs or expenses which the Purchaser sustains or incurs or may sustain or may incur by reason of any legal or otherwise defect in the title of Property.

FOR GBP REAL ASSETS

Aj. y. Kaur

7. That the Purchaser shall hereinafter peacefully hold, use and enjoy the plot as its own property without any hindrance, interruption from anyone concerned. However, it is clarified and agreed by the purchaser that they shall be liable to pay the monthly maintenance charges as would be applicable on the purchaser from time to time and shall also be liable to pay and maintain the minimum Interest Free Maintenance Security Deposit for the lifetime with the maintenance agency / association of the allottees. Any default thereupon may entail the withdrawal of services as being provided by the maintenance agency/association of the allottees .
8. The purchaser shall comply with the building, drainage and other bye laws of the appropriate Municipal or other authorities for the time being in force.
9. That the Developer hereby agrees to facilitate the mutation of the property in favor of the Purchaser in accordance with the specific share under aforesaid Khasra Nos and further hereby confirms, undertakes and declares to present themselves before all or any authority even after the execution of the present sale deed for the effective mutation of the property in the name of the Developer herein without any demur or grudge. However, the cost of such mutation shall be borne by the Purchaser herein.
10. If it is discovered at any stage that this deed has been obtained by suppressions of any fact or by any mis-statement, mis-representation or fraud, then this deed shall become void at the option of the Developer, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the Developer in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings. It is further declared that as a result of this present deed the purchaser from the date mentioned herein will become absolute owner of the rights/interests regarding the said unit and the Developer does hereby releases the Purchaser from all the liability in respect of price reserved by and the covenants and conditions contained in the said allotment letter required to be observed by the purchaser of the said unit.
11. This Deed shall be governed by and construed and enforced in accordance with the laws of India. That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and Punjab Urban Development Authority (PUDA) and Real Estate Regulatory Authority(RERA Authority) as established under the Real Estate (Regulation and Development)Act, 2016 (RERA) by the Punjab government shall be entitled to take appropriate action for contravention of provisions of the RERA and rules subsequent to it as have been notified by the Punjab government or any other law for the time being in force.
12. All expenses pertaining to the stamp duty and the registration fees in respect of this Deed shall be borne by the Purchaser. The Owner undertakes to extend all co-operation necessary including remaining present at the relevant sub registrar's office and do all such acts, deeds and things and execute such documents as may be necessary to enable the Purchaser to register this Deed and get the said property duly mutated in its name and such other documents as may be required by the Purchaser to effectively transfer the said unit in favour of the Purchaser.
13. All the aforesaid Recitals, Schedules, Annexure annexed hereto shall form an integral part of this Deed.

IN WITNESS WHEREOF the Developer through its authorized representative have set their hands to these presents on the day, month an year first above written in the presence of each of the attesting witnesses, mentioned below and each of the attesting witness have put in their signatures in the presence of the Developer.

For GBP REAL ASSETS

Ajay Kumar

Partner

Schedule A

Details of the said entire property

Property comprised under Khewat / Khatoni No. _____ bearing Khasra No. _____,
Village _____, Tehsil _____ measuring _____ acres.

Schedule B

(Details of Plot)

Property Details	Plot No. _____, Project _____, Village Diyalpura
Area of the Plot	_____ Sq. yard.
Total Consideration	Rs. _____/- (Rupees _____ only)

SIGNED, SEALED AND DELIVERED

By the above named _____/Owner

M/s _____

PAN No.

UID No.

through its _____

Mr. _____

In the presence of

SIGNED, SEALED AND DELIVERED

By the above-named Purchaser

PAN No.

UID No.

Mr. _____

In the presence of

For GBP REAL ASSETS
Ajay Kumar
Partner